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Wis. These parties were lessees of the building, and the same was occupied by the defendant as their agent. They shipped the liquors kept for sale in said building from Milwaukee to Spencer, Iowa, consigned to themselves; and the defendant received them as the agent of said Milwaukee parties. The beer which kept for sale was put up in bottles at Milwaukee, sealed and labeled, and for convenience of shipment were placed in open frame boxes with twenty-four separate compartments. The whiskey was in bottles, sealed and labeled, which bottles were, for convenience of shipment, packed in barrels. The defendant removed the bottles from the boxes and barrels, and sold them as they were sealed and labeled, and purchasers were not permitted to open the bottles and use the liquor upon the premises. As we understand it, this was strictly an original package establishment, and was authorized by the decision of the Supreme Court of the United States in *Leisy v. Hardin*, 135 U. S. 100. That the separate bottles were original packages—that is, in the form in which they were put up by the shipper for sale—we think there can be no doubt. At least such has been the holding of this Court. *Collins v. Hills*, 77 Iowa, 181. And see also, *Re Beine*, 42 Fed. Rep., 545. It is proper to observe that the case at bar was heard and determined in the Court below before the recent Act of Congress relating to the laws of the several States pertaining to the regulation or prohibition of the traffic in intoxicating liquors.

“The decree of the District Court will be reversed.”

ABSTRACTS OF DECISIONS.

INJURY—MEASURE OF DAMAGES.

Action of one Charles Baker and wife for injuries to the latter while a passenger on defendant's railroad. It was shown on the trial that, as a consequence of her injuries, the woman had suffered great pain. The Judge charged the jury that it was their duty “to fix some sum which would be a compensation for this pain and suffering.” Held error. The Court per Williams, Judge, said, “There is no market standard of value to be applied, and to suggest the idea of price to be paid to a volunteer as an approximation to the money value of the suffering is to give a loose rein to sympathy and caprice.”

Baker v. Pennsylvania Co. Supreme Court of Pennsylvania. Appeal from the Court of Common Pleas, of Erie County. Decided May 25, 1891.

WILLS—CONSTRUCTION.

A. made her will in January, 1847, as follows: “All my estate, both real and personal, that I shall inherit as my portion after my father's death, I give and bequeath to my beloved cousin,” etc.

The testatrix's mother died intestate in 1840, seized of certain real estate which descended to her children, subject to the life estate of her husband, who died in 1868. Held, reversing the decision of the Court below, that the word “inherit” had not been used by the testatrix in its technical sense, but in the sense of “to become possessed of,” and therefore she did not die intestate as to any real or personal estate into possession of which she had come as a result of her father's death.

Graham vs. Knowles. Supreme Court of Pennsylvania. Error from the Court of Common Pleas of Philadelphia County. Decided March 2, 1891, again affirmed May 25, 1891.

FALSE PRETENSES—OBTAINING ENDORSEMENTS ON NOTE.

An indictment for procuring one to endorse accused's promissory note by false pretense charged that one false pretense consisted in falsely stating that the property of the accused was not encumbered by a lien. Held, that the charge was not sustained by proof, that in response, to a question as to the ownership of his property, the accused falsely stated that he did not owe a dollar to any man.

Sharp vs. State. Supreme Court of New Jersey. Error to the Court of Quarter Sessions of Gloucester County.

Decided June 4, 1891.

PUBLISHERS' NOTE.

In April of this year the D. B. Canfield Company, Limited, publishers of the AMERICAN LAW REGISTER, became involved in financial difficulties. The publication of the magazine was suspended and an assignment made for the benefit of creditors. The copyright, subscription list, etc., has passed into the possession of the University of Pennsylvania Press, who have undertaken to furnish the subscribers with the remaining unpublished numbers of the magazine for 1891. This involves the publishing of nine numbers of the magazine, from April to December inclusive. The late management had on hand at the time of their assignment a considerable amount of matter, which the present owners have given to their readers in this and the May and April numbers. The remaining numbers for 1891 are to be sent to the subscribers before the 20th of January, thereby making good, as far as possible, the promise of the D. B. Canfield Company, Limited. It will be the endeavor of the University of Pennsylvania Press to supply to the subscribers for the remainder of the year, a periodical which shall be, in size and in general characteristics, similar to that to which they have been accustomed to find in the previous numbers of the AMERICAN LAW REGISTER.

With the commencement of the new year the Editorial Management mentioned on the fourth page of the cover will take charge of the magazine.

The January number of the AMERICAN LAW REGISTER AND REVIEW will be in the mails on the 25th of January. Hereafter the magazine will appear promptly and regularly on the 15th of the month.